

Tract No. NC-187
NC-190
NC-191
NC-192
NC-AR-101-1
NC-AR-101-2

TRANSMISSION LINE

AND

ACCESS ROAD EASEMENT

The GRANTOR, ANACONDA ALUMINUM COMPANY, a Montana corporation, for and in consideration of the sum of SEVENTEEN THOUSAND ONE HUNDRED DOLLARS (\$17,100.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one line of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following described parcels of land in the County of Flathead, State of Montana, to-wit:

Tracts No. NC-187, NC-190, NC-191, and NC-192.

A strip of land 125 feet in width across the $S\frac{1}{2}SE\frac{1}{4}$ and the $SE\frac{1}{4}SW\frac{1}{4}$ of Section 33, Township 31 North, Range 20 West, Principal Meridian, Flathead County, Montana, EXCEPT that portion thereof which lies within a parcel of land described as follows:

Beginning at a point $16\frac{1}{2}$ feet north of the southeast corner of the $SW\frac{1}{4}$ of said Section 33; THENCE, north along the east boundary of said subdivision, 132 feet; THENCE, at right angles west 330 feet; THENCE, at right angles south 132 feet; THENCE, at right angles east 330 feet to the point of beginning.

The boundaries of said 125 foot strip of land lie 62.5 feet on each side of and parallel with the survey line of the United States of America for its Bonneville Power Administration's Noxon-Conkelley No. 1 transmission line, said survey line being described below.

Also a strip of land variable in width across the $W\frac{1}{2}SE\frac{1}{4}$, the $SE\frac{1}{4}SE\frac{1}{4}$ of Section 34, the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35, Township 31 North, Range 20 West, Principal Meridian, Government Lot 2, the $S\frac{1}{2}NW\frac{1}{4}$, the $NE\frac{1}{4}SW\frac{1}{4}$ of Section 2, and those portions of the $W\frac{1}{2}SW\frac{1}{4}$ of Section 2 and the east 120 feet of the $NE\frac{1}{4}SE\frac{1}{4}$ of Section 3, Township 30 North, Range 20 West, Principal Meridian, which lies north of the Great Northern Railway Company's right of way and south of the existing Conkelley Substation, EXCEPT that portion in the existing capacitor area, as described in instrument September 8, 1965, recorded in Book 479, page 58, Recorder's Recitation No. 9746, Records of Flathead County, Montana.

The boundaries of said strip of land lie 62.5 feet to the right and 312.5 feet to the left of and parallel with the survey line of the United States of America for its Bonneville Power Administration's Noxon-Conkelley No. 1 transmission line, said survey line being described as follows:

Beginning in the west line of said Section 33 at a point N 5°15' E, 80 feet from the southwest corner thereof; THENCE S 86°39'20" E, 2642 feet to the north-south quarter section line at a point N 5°30' E, 106 feet from the south quarter corner; THENCE, S 86°39'20" E, 412 feet; THENCE, N 79° 37'10" E, 3982.5 feet; THENCE, S 82°29'30" E, 3228.7 feet; THENCE, S 31°29'30" E, 2159.8 feet; THENCE, S 13°59'20" E, 1564.4 feet; THENCE, S 02°26'40" E, 866.4 feet; THENCE, S 70° 20'20" W, 811.1 feet; THENCE, S 87°33'10" W, 597.3 feet; THENCE, N 20°30'20" E, 329.5 feet to a point which is S 70° 02'44" E, 411.4 feet from Monument "D", at the intersection of the substation base lines, which is N 58°57'20" E, 1262.2 feet from the southwest corner of the NE 1/4 of said Section 3.

The bearings refer to the Montana Coordinate System - North Zone.

Together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantor adjacent to the above-described right of way, which could fall within 40 feet of the centerline or centerlines of the electric transmission facilities hereinbefore described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within the following described strips of land:

<u>WIDTH IN FEET</u>	<u>SIDE OF RIGHT OF WAY</u>	<u>FROM</u>	<u>TO</u>
13	Northerly	Opposite SS 5531+27	Opposite SS 5532+40
28	Northerly	Opposite SS 5532+40	Opposite SS 5537+00
18	Northerly	Opposite SS 5546+75	East Line, Sec. 33, T. 31 N., R. 20 W, MPM
28	Southerly	Opposite SS 5531+45	Opposite SS 5536+15
18	Southerly	Opposite SS 5536+15	Opposite SS 5537+00
18	Southerly	Opposite SS 5547+40	East Line, Sec. 33, T. 31 N., R. 20 W, MPM

and contiguous to said right of way that (a) are danger trees on January 27, 1967, (hereinafter called "present danger trees"), or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within three years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut; and

Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation, use and maintenance of roads approximately fourteen

feet in width (with such additional widths as are necessary to provide for cuts, fills, and turn-outs and for curves at angle points) on, over and across the land of the Grantor in a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 20 West, Montana Principal Meridian, Flathead County, Montana, for the following purposes, namely; the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, use and maintain, repair and rebuild roads and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawing No. 138901, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

The Grantor reserves the right of ingress and egress over and across said roads and the right to pass and repass along and on said roads insofar as the same extend across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the roads by the UNITED STATES OF AMERICA, its employees, contractors, or assigns.

It is understood and agreed that if said roads are damaged by the UNITED STATES OF AMERICA, its employees, contractors or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage. It is further understood and agreed that the Grantor may erect or maintain fences across such roads, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

Access Roads NC-AR-101-1 and NC-AR-101-2 may be used for access to and from the Noxon-Conkelley No. 1 transmission line and any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

It is understood and agreed that there are reserved unto the Grantor, its successors and assigns the following:

- (a) The perpetual right to keep, service, repair, replace and maintain those certain water lines or other facilities of Grantor now located within the described easement, or to be located therein in conjunction with Grantor's specified plans for the present expansion of its aluminum reduction plant, together with the perpetual right to enter upon such premises at all reasonable times, manners and places for the service, repair, replacement and maintenance of such facilities as may be required in the judgment of the Grantor; provided, however, the United States of America shall not be responsible for loss or damage to said installations or injury to the employees or agents of the Grantor other than as provided by the Federal Tort Claims Act (62 Stat. 982), as amended.
- (b) All ores and minerals beneath the surface of the described easement, or contained therein or thereon, together with the right to mine and extract the same, provided that such mining or extraction shall be performed without impairment of surface support or the United States of America's use of said surface.
- (c) All water, waters and water rights belonging to or appurtenant to the described easement.
- (d) The perpetual right to discharge wastes, smoke, fumes, emanations or other materials or substances from Grantor's aluminum reduction plant or other metals processing plant adjacent to the described easement without liability to the United States of America or its assigns because of obnoxious odors, corrosion or damage of any kind to the premises or to any equipment, property, installations or plantings placed or made thereon by the United States of America or its assigns.

It is further understood and agreed that the easement hereby granted shall be subject to all prior easements of record and/or established roads or other rights of way.

It is further understood and agreed that if the premises granted by the within easement shall cease to be used or maintained for use by the United States of America or its assigns for the purposes stated therein for a period of three years, the easement shall automatically terminate and the ownership of said premises, exclusive of any improvements or equipment placed thereon by the United States of America, shall thereupon revert to the owner; provided, however, that in such event, the United States of America shall have a reasonable time within which to remove such improvements and equipment.

The UNITED STATES OF AMERICA shall have the right, in connection with the maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights of way on January 27, 1967, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.


IN WITNESS WHEREOF, ANACONDA ALUMINUM COMPANY has caused these presents to be executed by its officers thereunto duly authorized, and its corporate seal to be hereunto affixed, this 19th day of May, 1967.

ANACONDA ALUMINUM COMPANY

By

President

ATTEST:


Secretary

(CORPORATE SEAL)

(Corporate Form)

STATE OF KENTUCKY)
) ss:
COUNTY OF JEFFERSON)

On this 19th day of May, 19 67, before me personally appeared Joseph B. Woodlief and B. E. Johnson to me known to be the President and Assistant Secretary of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated ~~they are~~ authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

Lou L Grimes

Notary Public in and for the
State of Kentucky at Large
Residing at Louisville, Kentucky

My commission expires: 7-20-69

(SEAL)

The within instrument was received for the record on the _____ day of _____, 19 _____,
at _____ M., and recorded in book _____ on page _____, records of _____ County,
(State).

By _____
Deputy.

hr 3-29-67

Upon recordation, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3537
PORTLAND 8, OREGON

ACCESS ROAD EASEMENT

ANACONDA ALUMINUM COMPANY,
a corporation

to

UNITED STATES OF AMERICA